



# The Gazette of Meghalaya

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### PART-IIA

#### GOVERNMENT OF MEGHALAYA

#### NOTIFICATIONS

The 11<sup>th</sup> September, 2020.

**No.TPT.66/2014/Pt/504.** - In partial modification of this Department's Notification **No.TPT.11/2017/250, dated 16<sup>th</sup> August, 2019**, the Governor of Meghalaya is pleased to notify the following Integrated Check Points *cum* Weighbridges in the State to be utilized for Weighment of all goods carriage vehicles including mineral laden trucks:-

District	Location	check point only/weighbridge <i>cum</i> checkpoint
1. East Jaintia Hills	i) Ratacherra	Weighbridge <i>cum</i> check point.
2. West Jaintia Hills	i) Amsarin	Check point <i>cum</i> weighbridge.
	ii) Garampani	Check point <i>cum</i> weighbridge.
	iii) Area between Phramer (8 <sup>th</sup> Mile) and Mukhla, Thadlaskein	Check point <i>cum</i> weighbridge.
3. East Khasi Hills	i) Iew Syiem (near Dawki)	Weighbridge <i>cum</i> check point.
	ii) Majai	Weighbridge <i>cum</i> check point.
	iii) Botoli	Weighbridge <i>cum</i> check point.
4. West Khasi Hills	i) Shallang	Check Point only.
	ii) Porlakait	Check Point <i>cum</i> Weighbridge (exit to Assam).
5. Ri-Bhoi District	i) Sukurbaria	Weighbridge <i>cum</i> check point.
	ii) Umling (Govt. Land)	Weighbridge <i>cum</i> check point (ENTRY).
	iii) Umling	Weighbridge <i>cum</i> check point (EXIT).
	iv) Killing	Weighbridge <i>cum</i> check point (exit to Assam).
	v) Narbong	Weighbridge <i>cum</i> check point.

6.	South West Khasi Hills	i) Borsora	Weighbridge <i>cum</i> check point.
		ii) Cherragoan	Weighbridge <i>cum</i> check point.
		iii) Bagli	Weighbridge <i>cum</i> check point.
7.	North Garo Hills	i) Kharkhutta	Check point only.
		ii) Bajengdoba	Weighbridge <i>cum</i> check point.
		iii) Gajingpara	Weighbridge <i>cum</i> check point.
		iv) Wageasi	Weighbridge <i>cum</i> check point.
8	East Garo Hills	i) Darugiri	Check point only.
9	South Garo Hills	i) Nengjagitim	Check point only.
		ii) Masighat	Weighbridge <i>cum</i> check point.
		iii) Gasuapara	Weighbridge <i>cum</i> check point.
10	West Garo Hills	i) Asanang	Check point only.
		ii) Jakabari	Check point only.
		iii) Dalu	Weighbridge <i>cum</i> check point.
		iv) Tikrikilla (Rongsai)	Weighbridge <i>cum</i> check point.
		v) Singimari	Weighbridge <i>cum</i> check point.
11	South West Garo Hills	i) Junjuni	Weighbridge <i>cum</i> check point.
		ii) Garobadha	Weighbridge <i>cum</i> check point.
		iii) Mahendraganj	Weighbridge <i>cum</i> check point.

The check points and weighbridge *cum* check points shall have personnel from various revenue enforcing departments such as Mining & Geology, Forest and Environment, Home (Police) and Transport to ensure integrated enforcement of rules and regulations and avoid single checking by different departments at multiple locations.

**I. W. INGTY,**  
Secretary to the Govt. of Meghalaya,  
Transport Department.

The 1<sup>st</sup> September, 2020.

**No.IND.33/2020/42.** - With a view to streamline allotment of industrial land / industrial shed in various industrial parks, the Governor of Meghalaya is pleased to notify the "Standard Operating Procedures for allotment of land / shed in the industrial parks" and shall apply to the allotment of premises/industrial shed/industrial plot / land in all Industrial Estates / Industrial Areas / Industrial Parks / Export Promotion Industrial Park / Industrial Growth Centre developed or assisted by the State Government of Meghalaya. These Standard Operating procedures as follows shall come into effect from the date of publication in the official Gazette of Meghalaya.

1. Entrepreneur/investor requiring (i) land within the Industrial Estates, Industrial Areas, Export Promotion Industrial Parks or Industrial Growth Centres or (ii) constructed industrial sheds within the Industrial Estates, Industrial Areas, Export Promotion Industrial Parks or Industrial Growth Centres in the State of Meghalaya for the setting up of an industry shall apply to the Director of Commerce & Industries, Government of Meghalaya in a prescribed application form as per Annexure-A.
2. The application form in Annexure-A can be obtained from the Directorate of Commerce & Industries, Shillong. It can also be downloaded from the website of the Department ([www.megindustry.gov.in](http://www.megindustry.gov.in))
3. Information to be entered in the application form:
  - (i) Company profile and detail (s) of the proprietor / promoters / partners etc.
  - (ii) Entrepreneur Memorandum (EM-1/EM-II/IEM/UAM/Udhyam registration) - as applicable,
  - (iii) Photo ID, Email ID and address proof of the applicant/authorised person,
  - (iv) PAN card and Aadhaar card details of the applicant/authorised person,
  - (v) Photo ID and address proof of all promoters in case of partnership firm / limited company
4. Documents to be attached along with the application:
  - (i) Techno-Economic Feasibility Report / Project Profile,
  - (ii) Plant Layout for land only - indicating the area for installation of machinery, space for raw material finished products, generator set, utility services, etc.
  - (iii) Last 3 (three) years Balance Sheets or the enterprise (in case of existing unit)
  - (iv) SWA's approval if applicable.
  - (v) Authorization letter, wherever necessary,
  - (vi) All attachments / enclosures shall be attested by the authorized person.
  - (vii) Digital signature, if applicable.
5. Quantum of land that can be allotted:

The maximum area of land that can be allotted to applicants/enterprise are as follows:

Category of enterprise	Maximum quantum of land
Micro	2 acres
Small	5 acres
Medium	15 acres
Large	30 acres

6. Payment of fees:

- (i) Security deposit equivalent to 12 months ground rent/shed rent need to be paid at the time of land/shed allotment. Security Deposit paid is not interest-bearing and will be adjusted against ground/shed rent at the end of the lease period only subject to fulfilling terms and conditions of lease agreement
  - (ii) Non-refundable processing fee for an amount of ₹ 50000.00 for micro / small enterprise and ₹ 100000.00 for medium/large enterprise need to be paid at the time of land / shed allotment.
  - (iii) Ground / shed rent need to be paid yearly in advance on or before the last office working day of April. In the event of arrears, lessee shall pay to the lessor penalty interest at the rate of 12 % per annum. The ground / shed as fixed or revised from time to time by the State Government / lessor is exclusive of service tax / GST and other taxes or charges and these will have to be paid by the lessee whenever demanded.
7. On receipt of application for allotment of land / shed, acknowledgement letter shall be given to the applicant as per Annexure-B.
  8. On receipt of adequate numbers of proposals, detailed agenda shall be prepared by the Directorate of Commerce & Industries and place the same to Land Allotment Committee to be headed by the senior-most Secretary of the Department of Commerce & Industries.
  9. The Land Allotment Committee may recommend for allotment of land/shed or reject proposal (s).
  10. Once recommendation is accorded by the Land Allotment Committee and approval of the Minister in-charge is obtained on the decisions / recommendations of the Allotment Committee, the Directorate of commerce & Industries would issue letter of intimation along with Notices for payment if any and checking of original documents as per Annexure-C for land and Annexure-D for shed. In case of rejection or non-selection at any level, the Directorate of Commerce & Industries would issue 'letter of intimation' accordingly. The letters and notices shall be sent to the email id entered by the applicant as well as by post.
  11. In case of approval for allotment of land, demarcation of land shall be done jointly by the Directorate of Commerce & Industries and MIDC Ltd.
  12. After satisfactory checking of original documents, payment of requisite fees if any and issue of sanction for transfer of land by the Department of Commerce & Industries, lease agreement deed shall be executed between the Directorate of Commerce & Industries as 'LESSOR / FIRST PARTY' and the applicant as 'LESSEE / SECOND PARTY' within 10 (ten) office working days from date of issue of the sanction for transfer of land (in case of land) and within 10 (ten) office working days from date of issue of allotment in case of shed. Issue of sanction for renting of shed is not required.
  13. After execution of other necessary formalities, the applicant is given possession of the land / shed within 6 (six) office working days from the date of execution of the lease agreement.
  14. The timelines for processing of proposals for allotment of land / shed is at Annexure-E.
  15. Format of Lease Agreement is at Annexure-F for land and Annexure-G for shed.

16. Cancellation of allotment/lease agreement - The allotment/lease agreement of land/shed to any investor/entrepreneur may be cancelled in case of:
- (i) Failure to pay the requisite ground / shed rent and other fees (if any) regularly,
  - (ii) Failure to start industrial activity within the stipulated time as mandated by allotment order / lease agreement.
  - (iii) Violation of any of the terms and conditions of allotment / lease agreement by the investor/entrepreneur.
  - (iv) Discovery of false claims, false declaration or other wrong doing during the allotment process or during the validity of the lease agreement and / or any order to that effect from any competent Court.
17. The allottee / lessee may also relinquish the allotment for land / shed and hand over the land / shed to the Directorate of Commerce & Industries free from all encumbrances
18. Refunds:
- (i) If the application for allotment could not be considered for want of vacant plots / sheds, security money shall be refunded.
  - (ii) If the Letter of Allotment for premises is issued but the allottee / lessee fails to comply with the terms and conditions of allotment and consequent to cancellation, the security money will be forfeited.
  - (iii) In case, power supply is obtained by the allottee / lessee, before any refund is considered, a 'No Dues Certificate' and 'Dismantling Certificate' from MeECL or any other power distribution company in operation shall have to be submitted.
  - (iv) In case, the allottee / lessee had mortgaged his lease-hold right (s) to any bank or financial institution for securing loans, then the allottee / lessee has to free that lease-hold right (s) by providing other collaterals before any refund can be considered.
19. Relinquishment: The investor / entrepreneur after getting allotment of land and created some infrastructure for the allotted purpose may also relinquish the allotted land to the Directorate of Commerce & Industries, if they are not interested to continue their business in the industrial area etc. In that case following steps will be taken to give a fair value of the immovable infrastructure created in the allotted premises.
- (i) Valuation of the immovable assets to get a fair value/over and above the value expected by the industrialists.
  - (ii) Valuated value will be the base price for immovable infrastructure, below which the assets will not be allotted to entrepreneurs / interested party.
  - (iii) Directorate of Commerce & Industries will determine the administrative costs, costs of valuation etc. during recovery process, if any and the same will be deducted from refundable amount to the investor/entrepreneur who relinquishes the land and assets.

20. In case of partnership firm / Limited liability partnership / Limited company, at least 1 (one) local Tribal shall be a promoter. Local tribal means local populace either Khasi / Garo / Jaintia / any other ST recognized by the Government of Meghalaya and residing in the State of Meghalaya.
21. Erection of toll gates / check gates or gate (s) of any description within the Industrial Park (s) require prior permission from the State Government of Meghalaya.
22. All the allotments that are made with the specific directions of the State Government of Meghalaya or based on MoUs entered into by the State Government with such parties, the conditions of MoUs/ directions shall prevail over this 'Standard Operating Procedure' and same shall be followed. If there are any violations of the directions of the State Government or of the conditions of MoU signed by the State Government, then such cases shall be referred to the State Government.

**Annexures:**

Annexure-A: Application form

Annexure-B: Acknowledgement on receipt of application form

Annexure-C: Letter of intimation on allotment of land

Annexure-D: Letter of intimation on allotment of shed

Annexure-E: Timelines for processing of proposals

Annexure-F: Format of Lease Agreement for land

Annexure-G: Format of Lease Agreement for shed / building

Annexure-H: List of Industrial Areas / Industrial Parks.

**M. R. SYNREM,**

Commissioner & Secretary to the Govt. of Meghalaya,  
Commerce & Industries Department.

***Annexure-A******APPLICATION FOR ALLOTMENT OF LAND / INDUSTRIAL SHED***

Date:

To

The Director of Commerce & Industries,  
Administrative Building, Lower Lachumiere,  
Shillong – 793001.

Sub: Allotment of land / shed in the Industrial Estates/Industrial Areas/Export Promotion Industrial  
Park/Industrial Growth Centre.

Sir,

1. I / we have read the Rules & Conditions of allotment in Industrial Areas / Industrial Parks/ Export Promotion Industrial Park / Industrial Growth Centre owned by the Commerce & Industries Department, Government of Meghalaya with the forms thereof.
2. I / we, the undersigned, hereby offer to take on 30 (thirty) years lease the plot of land / 7 ( seven) years renting of shed on the terms and conditions set out in the Lease Agreement and offer to enter into Lease Agreement with the Directorate of Commerce & Industries.
3. The Lease will commence from the date from which the land/shed is taken possession of and the obligations and liabilities under the Lease Agreement will be deemed to have commenced from that date.
4. I / we hereby agree to pay the Ground / shed Rent and other charges as fixed / revised from time to time by the State Government of Meghalaya / lessor.
5. I / we understand that no interest will be payable on the amount of Security Deposit.
6. Should I / we fail to execute and complete the Lease Agreement within 10 office working days from the date of issue of sanction for transfer of land (in case of land) or within 10 office working days from the date of issue of allotment (for shed) or within such extended period as you may permit, the lessor will be at liberty to forfeit the Security Deposit, cancel the allotment of plot/shed without prejudice to all other rights of the State Government
7. I / we assure that no pollution / effluent in any form (solid, liquid, gas) shall be emitted from my / our allotted plot and if I / we do not observe this prohibition then State Government / lessor shall be at liberty to take over the demised premises with all assets therein and cancel the allotment of the plot without prejudice to all other rights of the State Government / lessor.
8. I / we also agree to the effect that the State Government / lessor shall be at liberty to dispose of the taken over assets and I / we shall accept the sale proceeds after reducing all type of expenditure incurred and penalties imposed by the State Government / lessor if any, from the amount realized on disposal of assets.

9. Any notice, letter or communication or intimation addressed to me / us at the following address:  
will be deemed as valid for all purposes.
10. I / we do hereby accept that, I / we will deposit further balance amount as per the Land Allotment rule, if application is accepted by the Land Allotment Committee.
11. I / we enclose herewith Annexure to this application furnishing therein necessary information in respect of my / our industry.

Signature of applicant

Name in full :

Father's name :

Postal address :

Permanent address :

Contact No.

Email ID :

Signature of two witnesses :

1. Signature :  
Name in full :  
Father's name :  
Postal address :  
Permanent address :
2. Signature :  
Name in full :  
Father's name :  
Postal address :  
Permanent address :



*Annexure to the application for allotment of land / shed in the  
Industrial Estates / Industrial Areas / Export promotion  
Industrial Park / Industrial Growth Centre*

1. Name: of company / firm / unit :
2. Postal address :
3. Address of registered office :
4. PAN No. (if any) :
5. Constitution of firm / company : Proprietary / Partnership firm/Pvt. Ltd.  
Company / Public Ltd. Company / Limited  
Liability partnership

6. Particulars of proprietor / all partners / all promoters.

Sl. No.	Name of proprietor / all partners / all promoters	PAN / Aadhaar No.	Contact No.	Email ID	Shares
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Add row if required

7. Background of proprietor/all partners/all promoter (s)

Sl. No.	Name of proprietor / all partners / all promoters	On academic lines	On professional lines
1			
2			
3			
4			
5			
6			
7			
8			

9			
10			

Add row if required

8. Name of the Industrial Estate / Industrial Area / Export Promotion Industrial park / Industrial Growth Centre where land / shed is required :

Sl. No.	Name of the industrial park	Quantum of land required (in square metres)	Nos. of sheds required
1	Umiam Industrial Area, Umiam, Ri-Bhoi District		
2	Export Promotion Industrial Park, Byrnihat, Ri-Bhoi District		
3	Industrial Growth Centre, Mendipathar, North Garo Hills District		
4	Shillong Industrial Estate, Polo Hills, East Khasi Hills District		
5	Khliehtyrshi Industrial Estate, Khliehtyrshi, West Jaintia Hills District		
6	Nongstoin Industrial Estate, Mawiaban, West Khasi Hills District		
7	Tura Industrial Estate, Matchakolgre, West Garo Hills District		
8	Mendipathar Industrial Estate, Mendipathar, North Garo Hills District		
9	Williamnagar Industrial Estate, East Garo Hills District		

9. Category of the enterprise : Micro / Small / Medium / Large
10. Plant & Machinery (₹ in lakh) :
11. Total project cost (₹ in lakh) :
12. Means of finance (₹ in lakh) :
- (a) Equity :
- (b) Term Loan from Bank / FI :
- (c) Unsecured loan :
- (d) Internal resources :
- (e) Any other source :
- Total :

## 13. Proposed items for manufacturing :

Sl. No.	Name of products	Annual manufacturing capacity (in tonne)	Approx. value (₹)

Add row if required

## 14. Proposed annual consumption of major raw material:

Sl. No.	Name of major raw material	Annual manufacturing capacity (in tonne)	Approx. value (₹ in lakh)	Source (s) of supply

## 15. Power requirement:

Sl. No.	Quantum of energy / load required (in KW)	Proposed source of energy / load (MeECL / DG sets / Captive Power Plant / other source)

## 16. Proposed requirement of water for manufacturing :

Sl. No.	Quantum of water required	Proposed source of water (stream / river / ground / municipal / PHE)

## 17. Details of waste / effluent to be generated :

## 18. Documents / papers enclosed :

Sl. No.	Particulars of documents / papers	Yes/No
1	PAN card and Photo ID of authorized signatory	
2	Board's resolution authorizing authorized signatory to sign application on behalf of the company	
3	PAN Card and Photo of all partners / promoters	
4	Techno Economic Feasibility Report	
5	Plant layout indicating therein area for installation of machinery / space for raw material & finished goods / generator shed / utility service etc.	
6	Last 3 (three) years Balance Sheet (in case of existing unit)	
7	Any other document that may be required by the State Government / lessor	

Signature of applicant :

Name in full :

**Annexure-B**

GOVERNMENT OF MEGHALAYA  
 DIRECTORATE OF COMMERCE & INDUSTRIES  
 2<sup>nd</sup> Floor, Administrative Building, Lower Lachumiere, Shillong — 793 001.  
 Ph / Fax : 0364-2226253 & e-mail : industries-meg@gov.in

No.....Dated Shillong, the.....

**ACKNOWLEDGEMENT**

We hereby acknowledge the receipt of your application No.....dt.....for allotment of land measuring ..... square metres / shed at.....

Your application will be further examined by this Department / Land Allotment Committee for allotment of land / shed.

Thanks &amp; regard.

Director of Commerce & Industries  
 Government of Meghalaya.

**Annexure-C**

GOVERNMENT OF MEGHALAYA

DIRECTORATE OF COMMERCE &amp; INDUSTRIES

2<sup>nd</sup> Floor, Administrative Building, Lower Lachumiere, Shillong — 793001

Ph / Fax : 0364-2226253 &amp; e-mail: industries-meg@gov.in

No.....

Dated Shillong, the.....

To

.....  
.....  
.....

Sub : Allotment of land in the.....

Sir,

With reference to the above subject, I am to inform that the Land Allotment Committee in its meeting held on..... has approved your proposal for allotment of land measuring ..... square metres in the..... for setting up a.....

***This allotment is subject to:***

1. Payment of ground / land rentals to be determined / fixed by the Government from time to time and other taxes / charges, if any.
2. Execution of Lease Agreement and fulfilment of terms and conditions as may be incorporated in the Lease Agreement.
3. Fulfilment of all statutory laws in force and obtaining of all statutory clearances / NOCs and other necessary clearances / NOCs including "Consent to Establish" / "Consent to Operate" from the Meghalaya State Pollution Control Board.
4. Verification of original documents by this Department on or before 7 (seven) office working days from the date of issue of this allotment.

***You are also to note the following:***

- a) Demarcation of the land will be done jointly by the Directorate of Commerce & Industries and Meghalaya Industrial Development Corporation Ltd.
- b) Lease agreement will be executed within 10 (ten) office working days from the date of issue of sanction for transfer of the land by the Commerce & Industries Department and in case of failure, the allotment will be cancelled.
- c) Possession of the land will be given within 6 (six) office working days from the date of execution of lease agreement.
- d) In case the firm do not commence production / operation within 3 (three) years from the date of possession of the land or do not use the land for the purpose it was allotted and leased out or stops functioning for more than 3 (three) years, the land will revert back to this Department and the firm shall have no right to claim anything whatsoever.

- e) The firm shall have to erect boundary pillars / boundary wall within 90 (ninety) days from the date of possession of the land.
- f) In case of discovery of false claims, false declaration or other wrong doing during the allotment process or during the validity of the lease agreement and / or any order to that effect from any competent Court, the allotment / lease agreement will be cancelled.

Yours faithfully,

**J. L. MAWLONG,**  
Director of Commerce & Industries.

Memo .....

Dated Shillong, the .....

Copy to :

1. The Managing Director, Meghalaya Industrial Development Corporation Ltd., "Kismat", Upland Road, Laitumkhrah, Shillong – 793003. He is requested to demarcate the land along with this Department, prepare site map and furnish 3 copies to this Department.
2. The Under Secretary to the Government of Meghalaya, Commerce & Industries Department, Myntdu Building, Shillong.
3. The General Manager, District Commerce & Industries Centre, .....
4. Unit's file.

Director of Commerce & Industries.

**Annexure-D**

## GOVERNMENT OF MEGHALAYA DIRECTORATE OF COMMERCE &amp; INDUSTRIES

2<sup>nd</sup> Floor, Administrative Building, Lower Lachumiere, Shillong- 793 001.

Ph / Fax : 0364-2226253 &amp; e-mail: industries-meg@gov.in

No.....

Dated Shillong, the.....

To

.....  
.....  
.....

Sub : Allotment of industrial shed / building in the.....

Sir,

With reference to the above subject, I am to inform that the Land Allotment Committee in its meeting held on ..... has approved your proposal for allotment of.....industrial shed / building having length :..... metres, breadth.....meters and ..... square metres open space in the..... for setting up a.....

***This allotment is subject to:***

1. Payment of shed rentals to be determined / fixed by the Government from time to time and other taxes / charges, if any.
2. Execution of Lease Agreement and fulfilment of terms and conditions as may be incorporated in the Lease Agreement.
3. Fulfilment of all statutory laws in force and obtaining of all statutory clearances / NOCs and other necessary clearances / NOCs including "Consent to Establish"/ "Consent to Operate" from the Meghalaya State Pollution Control Board.
4. Verification of original documents by this Department on or before 7 (seven) office working days from the date of issue of this allotment.

***You are also to note the following:***

- a) Lease agreement will be executed within 10 (ten) office working, days from the date from issue of this allotment and in case of failure, the allotment will be cancelled.
- b) Possession of the shed will be given within 6 (six) office working days from the date of execution of lease agreement.
- c) In case the firm do not commence production / operation within 1 (one) year from the date of possession of the shed or do not use the industrial shed / building for the purpose it was allotted and leased out or stops functioning for more than 2 (two) years, the industrial shed / building will revert back to this Department and the firm shall have no right to claim anything whatsoever.

- d) The firm shall have to erect boundary pillars / boundary wall within 90 (ninety) days from the date of possession of the shed.
- e) In case of discovery of false claims, false declaration or other wrong doing during the allotment process or during the validity of the lease agreement and / or any order to that effect from any competent Court, the allotment / lease agreement will be cancelled.

Yours faithfully,

**J. L. MAWLONG,**  
Director of Commerce & Industries.

Memo .....

Dated Shillong, the .....

Copy to :

1. The Under Secretary to the Government of Meghalaya, Commerce & Industries Department, Myntdu Building, Shillong.
2. The General Manager, District Commerce & Industries Centre, .....
3. Unit's file.

Director of Commerce & Industries.



**Annexure-E**

Timelines for processing of proposals for allotment of land / shed

Sl. No.	Particulars	Timeline
1	Submission of proposal(s) for land / shed allotment	No timeline
2	Checking and scrutiny of proposal(s) by Directorate of Commerce & Industries	7 (seven) office working days from the date of receipt of proposal(s)
3	Placement of proposal(s) for consideration by the Land Allotment Committee	10 (ten) office working days
4	Intimation on approval or rejection of proposal	7 (seven) office working days from the date of receipt of approval of the Minister- in charge Commerce & Industries Deptt. on the decisions / recommendations of the LAC
5	Execution of Lease Agreement	10 (ten) office working days from the date of (i) issue of sanction for transfer of land in case of land and (ii) date of issue of allotment in case of shed
6	Possession of land / shed	6 (six) office working days from the date of execution of lease deed

**Annexure-F****DRAFT LEASE AGREEMENT FOR LAND**

THIS LEASE AGREEMENT, is made on the .... day of ..... at Shillong, Meghalaya

**-BETWEEN-**

The Governor of Meghalaya represented by the Director of Commerce & Industries, Government of Meghalaya, Shillong here in after referred to as LESSOR/FIRST PARTY (which expression, unless repugnant to the context or meaning thereof, will include its successors and assigns) of the ONE PART

**-AND-**

For proprietary concern

- i) Shri \_\_\_\_\_ son of / wife of \_\_\_\_\_ aged about \_\_\_\_\_ r/o \_\_\_\_\_ carrying the business as proprietor under the name and style of M/s \_\_\_\_\_ at \_\_\_\_\_ hereinafter referred to as the LESSEE / SECOND PARTY (which expression, unless repugnant to the context or meaning thereof, will include its successors and assigns) of the OTHER PART.

For partnership concern

M / s. \_\_\_\_\_ a partnership concern as per partnership dated \_\_\_\_\_ registered under partnership Act with the Registrar of Firms vide No. \_\_\_\_\_ carrying the business under co-partnership with the partners : (i) Shri \_\_\_\_\_ son of / wife of \_\_\_\_\_ aged about \_\_\_\_\_ r / o \_\_\_\_\_ (ii) Shri \_\_\_\_\_ son of / wife of \_\_\_\_\_ aged about \_\_\_\_\_ r/o \_\_\_\_\_ hereinafter referred to as the LESSEE / SECOND PARTY (which expression, unless repugnant to the context or meaning thereof, will include its successors and assigns) of the OTHER PART.

For private limited concern

M / s \_\_\_\_\_ a company incorporated under the companies Act 1956, and having its registered office at \_\_\_\_\_ hereinafter referred to as the 'LESSEE' represented by its Chairman cum Managing Director \_\_\_\_\_ s/o \_\_\_\_\_ aged about \_\_\_\_\_ years resident of \_\_\_\_\_ authorized signatory as per the Resolution passed by the Board of Directors dt. \_\_\_\_\_, hereinafter referred to as LESSEE/ SECOND PARTY (which expression, unless repugnant to the context or meaning thereof, will include its successors and assigns) of the OTHER PART

WHEREAS, the LESSOR / FIRST PARTY has acquired land at..... District, Meghalaya for the purpose of setting up of the .....and subsequently subdivided the land into plots for leasing out to entrepreneurs for construction of factory / sheds as may be necessary for running of industry.

WHEREAS, the LESSEE / SECOND PARTY has applied to the LESSOR / FIRST PARTY for grant on lease a plot of land / factory shed / or building / or part of building for starting an industry under the name and style of M/s....., for manufacturing / processing / servicing / repairing of.....

- AND-

WHEREAS, the LESSOR / FIRST PARTY on the application made by the LESSEE / SECOND PARTY, agreed to grant him on lease for occupation of plot of land in the ....., Meghalaya as described in the schedule hereunder and under the terms and conditions hereinafter set forth.

**NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS :**

- (1) In consideration of the covenant and agreements herein contained and on payment by LESSEE/ SECOND PARTY an amount of ₹ ..... (Rupees ..... ) only towards security deposit and ₹ ..... (Rupees ..... ) only as non-refundable processing fee, the receipt whereof the LESSOR / FIRST PARTY hereby acknowledges, the LESSOR / FIRST PARTY doth hereby demise to the LESSEE / SECOND PARTY the plot of land described in the schedule under.

And which said plot of land is more clearly delineated and shown in the attached plan (herein after referred to as "the demised" premises) with their appurtenances unto the LESSEE / SECOND PARTY for the term of 30 (thirty) years commencing from the date of execution of this Lease agreement and paying therefore during the said term lease rent at the rate of ₹ ..... (Rupees ..... only) per square meter per annum or as may be revised / determined by the LESSOR / FIRST PARTY from time to time payable in the manner herein after provided, except and always reserving to the LESSOR / FIRST PARTY and his successors or assignees :

- a) A right to lay water mains, drains, sewers, approach road, electric wires etc. under or over the demised premises, if deemed necessary by the LESSOR / FIRST PARTY for developing the area or for any other purpose(s).
- b) Full right and title to all mines and minerals in and under the demised premises or any part thereof.
- c) Yielding and paying thereof unto the LESSOR / FIRST PARTY by the last office working day of April in each year in advance the yearly rent. The LESSOR / FIRST PARTY reserves the right to revise the rate of ground rent from time to time. The quantum of rent determined by the LESSOR / FIRST PARTY shall be final, conclusive and binding on the LESSEE / SECOND PARTY and it shall not be questioned in any court of law or otherwise.
- d) The period of lease is renewable on expiry of 30 (thirty) years on satisfactory payment of annual ground rent, any other charges as applicable at the time of renewal and fulfillment of the terms and conditions described in this lease agreement.

- e) If the LESSEE / SECOND PARTY for the purpose of establishing or developing the industry on the demised property, seeks to obtain Loan from a Bank or other Financial Institution by mortgaging this lease hold interest on the demised property in favour of such Bank or Institution, prior permission for the same is necessary and will be given by the LESSOR / FIRST PARTY to this effect, provided such mortgage does not affect the rights and powers of the LESSOR / FIRST PARTY under this deed, in any manner.
- f) In case of mortgage of such land to the Bank / Financial Institutions by the LESSEE / SECOND PARTY with prior permission of the LESSOR / FIRST PARTY for purpose of taking Loan / financial assistance, the Bank / Financial Institutions will have a limited right to utilize the land till expiry of lease period on failure of the LESSEE / SECOND PARTY to settle the Loan / financial assistance only.
- g) That in the event of the LESSEE / SECOND PARTY failure and / or default to pay ground rent, the LESSOR / FIRST PARTY may resort to legal recourse and / or resume back the possession in terms of the Lease Agreement and the LESSEE / SECOND PARTY shall be bound to vacate the premises within six months of the notice by removing plant & machineries, goods whatsoever installed and / or stored in the premises and remaining hypothecated to the Bank to enable the LESSOR/FIRST PARTY to take vacant possession otherwise the LESSOR / FIRST PARTY will remove all such installation and / or goods and dispose it off at the LESSEE / SECOND PARTY'S account with due notice.
- h) Under no circumstances, the right of ownership of the land will be transferred to any party without prior approval of the Government of Meghalaya in the Commerce & Industries Department.
- i) The leased out land should be used only for industrial purpose. In case of transfer of ownership of the industrial unit or taking over of the industrial unit by Bank / Financial Institution, the land can be used only for industrial purpose(s) for the remaining period of the lease agreement.
- j) The Letter of Allotment issued to the LESSEE / SECOND PARTY for allotment of land shall be treated as a part of this agreement.

**NOW THE LESSEE / SECOND PARTY HEREBY COVENANT WITH THE LESSOR / FIRST PARTY AS UNDER:**

2.

- a) That the LESSEE / SECOND PARTY will bear, pay and discharge all rates, taxes, charges and assessment of every description which may, during the said term, be assessed, charged or imposed in respect of demised premises or the Building to be erected thereupon which would be decided by the LESSOR / FIRST PARTY from time to time.
- b) That the LESSEE / SECOND PARTY will obey and submit to the rules of Municipal or other competent authority now existing or hereafter to exist so far as the same relate to the immovable property in the area or so far as they affect the health, safety, convenience of the other inhabitants of the place.
- c) That the LESSEE / SECOND PARTY will erect on the demised premises in accordance with the layout plan, elevation and design to be approved by the competent local authority wherever applicable in writing and in a substantial and workmen-like manner the industrial units as aforesaid with all necessary houses, sewers, drains and other appurtenances according to the local authority's rules and bye-laws in respect of buildings, drains, latrines, sewers etc.
- d) That the LESSEE / SECOND PARTY will keep the demised premises and the building thereon at all times in a state of good and substantial repairs and in sanitary condition.

- e) That the LESSEE / SECOND PARTY will not make or permit to be made any alteration or additions to the said building(s) or other erection(s) for the time being on the demised premises or erect or permit to erect any new building(s) on the demised premises without prior permission in writing of the LESSOR / FIRST PARTY or the local competent authority and except in accordance with the terms of such permission and plan approved by the local competent authority and in case of any deviation from such terms or plan, will immediately, upon receipt of notice from the LESSOR / FIRST PARTY or the local competent authority requiring him so to do, correct such deviation as aforesaid, and if the LESSEE / SECOND PARTY shall neglect or not correct such deviation in one calendar month after the receipt of such notice then it shall be lawful for the LESSOR / FIRST PARTY, or the local competent authority to cause such deviation to be corrected at the expenses of the LESSEE / SECOND PARTY, which expenses the LESSEE / SECOND PARTY hereby agrees to reimburse by paying to the LESSOR / FIRST PARTY or the local competent authority the amount which the LESSOR / FIRST PARTY or local competent authority as the case may be shall fix in that behalf and the decision of the LESSOR / FIRST PARTY or local competent authority as the case may be, shall be final.
- f) That the LESSEE / SECOND PARTY will provide and maintain in good repairs a properly constructed approach road or path along with the event across drain to the satisfaction of the LESSOR / FIRST PARTY leading from the public road / internal road to the building to be erected on the demised premises.
- g) That the LESSEE / SECOND PARTY will not carry on or permit to be carried on the demised premises any obnoxious trade or business whatsoever or use the same or permit the same to be used for any religious purpose or any purpose other than for the industrial purpose(s) aforesaid without the prior consent in writing of the LESSOR / FIRST PARTY and subject to such terms and conditions as may be imposed by the LESSOR / FIRST PARTY.
- h) The LESSEE / SECOND PARTY shall have no right to transfer / sublet whole or part of the lease hold interest. However, in the event of specific exceptional cases, the LESSOR / FIRST PARTY with the prior approval of the State Government of Meghalaya in the Commerce & Industries Department may allow the LESSEE / SECOND PARTY to sublet a portion of a lease hold interest (not exceeding 40 %) under certain terms and conditions as may be framed by the LESSOR / FIRST PARTY.
- i) That LESSEE / SECOND PARTY will permit the members, Officers and subordinates of the LESSOR / FIRST PARTY and workmen and other persons employed by them from time to time and at all reasonable times of the day during the said term to enter into and upon the demised premises and the buildings to be erected thereupon in order to inspect the same.
- j) That the LESSEE / SECOND PARTY will not make any excavation upon any part of the demised premises (except for foundation of building and for leading and dressing the area) nor remove any stone, sand, gravel, clay, earth or any other materials there from.
- k) That the LESSEE / SECOND PARTY will not erect or permit to be erected on any part of the demised premise any stables, sheds or other structures of any descriptions whatsoever for keeping horse, cattles, dogs, poultry or other animals except and in so far as may be allowed by the LESSOR / FIRST PARTY in writing.
- l) That the LESSEE / SECOND PARTY will neither exercise his option of determining the lease nor hold the LESSOR / FIRST PARTY responsible to make good the damage if by fire, tempest, flood or violence of any army or a mob or other irresistible force, any material part of the demised premises if wholly or partly destroyed or rendered substantially or permanently unfit for building purpose.
- m) That the LESSEE / SECOND PARTY shall construct and complete the said building(s) and put the demised premises with the building(s) constructed thereon to use and commence production / operation

within 3 (three) years from the date of this Agreement or from the date of possession of the said land, whichever is earlier provided that the LESSOR / FIRST PARTY may at its discretion extend the time herein before provided if in his opinion the delay is caused for reasons beyond the control of the LESSEE/SECOND PARTY. Provided that unutilized land of the allotted plot or plots shall revert to the LESSOR/ FIRST PARTY on the expiry of the prescribed / extended period for starting production/ expansion of the unit.

- n) If during the terms of the lease agreement, the LESSEE / SECOND PARTY or his workmen or servants shall,
- i. injure or destroy any part of building or other structure contiguous or adjacent to the plot of land hereby demised
  - ii. keep foundation tunnels or other pits on the demised land open or exposed to weather thereby causing any injury or damage to contiguous or adjacent buildings or
  - iii. dig any pits near the foundation of any building thereby causing any injury or damage to such building the LESSEE / SECOND PARTY shall pay such damages thereof as may be assessed by the LESSOR / FIRST PARTY whose decision as to the extent of injury or damage or the amount of damages payable thereof shall be final and binding on the LESSEE / SECOND PARTY.
- o) The LESSEE / SECOND PARTY shall also abide by other terms and conditions as may be laid down from time to time for Industrial Estate / Industrial Area / Export Promotion Industrial Park / Industrial Growth Centre,
- p) If the LESSEE / SECOND PARTY, being a registered or unregistered Limited Company or Partnership Firm or a Cooperative Society, is dissolved and no successor is appointed within 60 (sixty) days of its dissolution, the LESSOR / FIRST PARTY shall be entitled to terminate this Lease Agreement without approaching any court of law.
- q) The LESSEE / SECOND PARTY shall not emit untreated effluent in any form (solid / liquid / gas) from the allotted plot.

**AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS:**

3.

- a) All legal proceedings for breach of the terms and conditions aforesaid shall be lodged only before the court of law situated at Shillong, Meghalaya and not elsewhere.
- b) Any loss suffered by the LESSOR / FIRST PARTY on a fresh grant of the demised premises for breach of conditions aforesaid on the part of the LESSEE / SECOND PARTY or any person claiming through or under him shall be recoverable by the LESSOR / FIRST PARTY as per law applicable thereto.
- c) Any notice required to be served hereunder shall be deemed to have been sufficiently served on the LESSEE / SECOND PARTY if served by registered post and signed by the LESSOR / FIRST PARTY and the services shall be deemed to have been made at the time of which the registered letter would in the ordinary course be delivered even though returned un-served on account of the refusal by the LESSEE / SECOND PARTY or otherwise howsoever. A notification of any decision by the LESSOR/ FIRST PARTY shall also be served in the same manner as prescribed above.
- d) The security deposit shall stand forfeited, whenever there is a breach of any terms and conditions contained in the Lease Agreement.

- e) The LESSOR / FIRST PARTY shall have the right to cancel the allotment after issuing a 30 (thirty) days show cause notice to the LESSEE / SECOND PARTY for breach of any of these rules, conditions of allotment letter and terms of this Lease agreement.
- f) If LESSEE / SECOND PARTY intends to surrender a plot or part thereof for any reason, the LESSOR/ FIRST PARTY may accept it on the terms and conditions as it may deem fit and proper.
- g) If LESSEE / SECOND PARTY do not clear any dues payable to LESSOR / FIRST PARTY for a continuous period of 6 (six) months, it shall be treated as defaulter unit and such unit shall have to vacate the said premises upon request by the LESSOR / FIRST PARTY. LESSOR / FIRST PARTY may initiate action to cancel their power connection etc.
- h) The LESSOR / FIRST PARTY shall have the unfettered right to inspect the documents justifying the utilization of assets during the leased period and the LESSOR / FIRST PARTY shall have the right to get authenticated copies of such documents as and when necessary.
- i) The LESSOR / FIRST PARTY reserves the right to impose any further conditions, stipulations of alteration in the convent herein at any time which in the opinion of the LESSOR / FIRST PARTY feel it necessary for the public interest.
- j) In the case of breach of any of the terms and conditions mentioned in this lease agreement, the LESSEE / SECOND PARTY shall cease to be entitled to the use of or occupation of the property and the LESSEE / SECOND PARTY would be liable for summary eviction.
- k) Any arrear amount if so required to be recovered for the lease agreement or its consequential effects arising there from, the same would be realized in terms of law applicable thereto.
- l) Every dispute, difference or questions arising out or in respect of this Lease Agreement or the subject matter thereof, shall be at the first instance, invariably required to refer to the LESSOR / FIRST PARTY and failure to get a satisfactory order from the LESSOR / FIRST PARTY, the LESSEE / SECOND PARTY only deserves the right to refer the said dispute / difference to the competent court of law located in Shillong, Meghalaya as applicable thereto.
- m) The stamp and registration charges on this Lease Agreement shall be borne by the LESSEE / SECOND PARTY.
- n) In case the LESSEE / SECOND PARTY do not use the land for the purpose it was allotted and leased out for more than 3 (three) years or stops functioning for more than 3 (three) years, the land will revert back to the LESSOR / FIRST PARTY and the Lessee shall have no right to claim anything whatsoever.
- o) That in the event of arrears, the LESSEE / SECOND PARTY shall pay to the LESSOR / FIRST PARTY penalty interest at the rate of 12 % per annum.
- p) That the LESSEE / SECOND PARTY shall, at the expiration of the said term or sooner determination thereof, peaceably deliver up to the LESSOR / FIRST PARTY or his authorized Agent the said leased land.
- q) Provided that the LESSEE / SECOND PARTY shall be at liberty to remove and appropriate to himself all sheds and structures and materials from the demised premises but nevertheless the LESSEE / SECOND PARTY shall deliver up as aforesaid to the LESSOR / FIRST PARTY or his authorized Agent to his full satisfaction the said land after making it properly leveled and in good condition. And upon failure to remove and appropriate to himself all sheds and structures and materials from the demised premises, the LESSEE / SECOND PARTY shall have no right whatsoever to claim compensation, or damages from the LESSOR / FIRST PARTY against the assets and other properties and the assets / properties etc. shall become property of the LESSOR / FIRST PARTY.

- r) If at any time excess area is found in possession of the LESSEE / SECOND PARTY due to any reason, the encroachment shall be removed by the LESSOR / FIRST PARTY and the encroached area is to be resumed immediately by the LESSOR / FIRST PARTY without the need(s) for issue of notice(s) or following due procedure of law.
- s) That as long as the LESSEE / SECOND PARTY pays and continue to regularly pay the rent as may be fixed / determined by the LESSOR / FIRST PARTY from time to time and subject to utilization of the land for the purpose for which it is leased out and fulfillment of all other terms and conditions of the Lease Agreement, he shall hold and peaceably enjoy the demised premises during the said term without any unlawful interruption by the LESSOR / FIRST PARTY or his authorized Agent or any other persons.
- t) If any provision of this agreement is rendered void, illegal or unenforceable under any law, the validity, legality and enforceability of that provision under any other law and the validity, legality and enforceability of the remaining provisions, shall not in any way be affected or impaired thereby. Should any proviso of this agreement be or become ineffective for reasons beyond the control of the parties, the parties shall use reasonable endeavour to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.

IN WITNESS WHERE OF THE parties hereunto set and subscribed their respective hands this day and year first hereinabove written.

**Schedule of Property**

All that the plot of land numbered as situated within the ..... at....., P. S. ...., District ....., Meghalaya containing by measurement ..... square metre more or less, bounded:

On the North by :

On the South by :

On the East by :

On the West by :

Witnesses:

1. Signature:

Shri .....

1. For and on behalf of the  
Governor of Meghalaya.

Name :

Address :

2. Signature :

Shri.....

2. For and on behalf of  
M/s.....

Name :

Address :



**Annexure-G****DRAFT LEASE AGREEMENT FOR SHED / BUILDING**

THE LEASE AGREEMENT is made on the ..... day of ..... at Shillong, Meghalaya.

-BETWEEN-

The Governor of Meghalaya represented by the Director of Commerce & Industries, Government of Meghalaya, Shillong hereinafter referred to as LESSOR / FIRST PARTY (which expression, unless repugnant to the context or meaning thereof, will include its successors and assigns) of the ONE PART.

-AND-

For proprietary concern

i) Shri \_\_\_\_\_ son of / wife of \_\_\_\_\_ aged about \_\_\_\_\_ r/o \_\_\_\_\_ carrying the business as proprietor under the name and style of M / s \_\_\_\_\_ at \_\_\_\_\_ hereinafter referred to as the LESSEE / SECOND PARTY (which expression, unless repugnant to the context or meaning thereof, will include its successors and assigns) of the OTHER PART.

For partnership concern

M/s \_\_\_\_\_ a partnership concern as per partnership dated \_\_\_\_\_ registered under partnership Act with the Registrar of Firms vide No \_\_\_\_\_ carrying the business under co-partnership with the partners: (i) Shri \_\_\_\_\_ son of / wife of \_\_\_\_\_ aged about \_\_\_\_\_ r/o \_\_\_\_\_ (ii) Shri \_\_\_\_\_ son of / wife of \_\_\_\_\_ aged about \_\_\_\_\_ r/o \_\_\_\_\_ hereinafter referred to as the LESSEE / SECOND PARTY (which expression, unless repugnant to the context or meaning thereof, will include its successors and assigns) of the OTHER PART.

For private limited concern

M/s \_\_\_\_\_ a company incorporated under the companies Act 1956, and, having its registered office at \_\_\_\_\_ hereinafter referred to as the 'LESSEE' represented by its Chairman cum Managing Director \_\_\_\_\_ s/o \_\_\_\_\_ aged about \_\_\_\_\_ years, resident of \_\_\_\_\_, authorized signatory as per the Resolution passed by the Board of Directors dt. \_\_\_\_\_, hereinafter referred to as the LESSEE / SECOND PARTY (which expression, unless repugnant to the context or meaning thereof, will include its successors and assigns) of the OTHER PART.

WHEREAS, the LESSEE / SECOND PARTY has applied to the LESSOR / FIRST PARTY for grant on lease a factory shed or building or part of building for starting an industry under the name and style of M/s.....,for manufacturing / processing / servicing / repairing of.....

-AND-

WHEREAS, the LESSOR / FIRST PARTY on the application made by the LESSEE / SECOND PARTY, agreed to grant him on lease for occupation of a shed in the \_\_\_\_\_, Meghalaya as described in the schedule hereunder and under the terms and conditions hereinafter set forth.

**NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS:**

(1) In consideration of the covenant and agreements herein contained and on payment by LESSEE/ SECOND PARTY an amount of ₹.....(Rupees.....) only towards Security Deposit, the receipt whereof the LESSOR / FIRST PARTY hereby acknowledges, the LESSOR / FIRST PARTY doth hereby demise to the LESSEE / SECOND PARTY the factory shed or building or part of building described in the schedule under for the term of 7 (seven) years commencing from the date of execution of this Lease agreement and paying therefore during the said term lease rent at the rate of ₹.....(Rupees.....only) per square meter per annum or as may be revised / determined by the LESSOR / FIRST PARTY from time to time payable in the manner herein after provided except and always reserving to the LESSOR / FIRST PARTY and his successors or assignees :

- a) Yielding and paying thereof unto the LESSOR / FIRST PARTY by the last office working day of April in each year in advance the yearly rent. The LESSOR / FIRST PARTY reserves the right to revise the rent rate of shed / building from time to time. The quantum of rent determined by the LESSOR / FIRST PARTY shall be final, conclusive and binding on the LESSEE / SECOND PARTY and it shall not be questioned in any court of law or otherwise.
- b) The period of lease is renewable on expiry of 7 (seven) years on satisfactory payment of annual shed rent, any other charges as applicable at the time of renewal and fulfillment of the terms and conditions described in this lease agreement.
- c) That in the event of the LESSEE / SECOND PARTY 's failure and / or default to pay shed / building rent, the LESSOR / FIRST PARTY may resort to legal recourse and / or resume back the possession in terms of the Lease Agreement and the LESSEE / SECOND PARTY shall be bound to vacate the premises within six months of the notice by removing plant & machineries, goods whatsoever installed and / or stored in the premises, and remaining hypothecated to the Bank to enable the LESSOR / FIRST PARTY to take vacant possession otherwise the LESSOR / FIRST PARTY will remove all such installation and/ or goods and dispose it off at the LESSEE / SECOND PARTY's account with due notice.
- d) The leased out shed / building should be used only for industrial purpose.
- e) The Letter of Allotment issued to the LESSEE / SECOND PARTY for allotment of shed shall be treated as a part of this agreement.

**NOW THE LESSEE/SECOND PARTY HEREBY COVENANT WITH THE LESSOR / FIRST PARTY AS UNDER:**

2.

- a) That the LESSEE / SECOND PARTY will bear, pay and discharge all rates, taxes, charges and assessment of every description which may, during the said term, be assessed, charged or imposed in respect of the leased out shed.
- b) That the LESSEE / SECOND PARTY will obey and submit to the Rules of Municipal or other competent authority now existing or hereafter to exist so far as the same relate to the immovable property in the area or so far as they affect the health, safety, convenience of the other inhabitants of the place.
- c) That the LESSEE / SECOND PARTY will keep the demised premises and the building thereon at all times in a state of good and substantial repairs and in sanitary condition.
- d) That the LESSEE / SECOND PARTY will not make or permit to be made any alteration or additions to the said building(s) or other erection(s) for the time being on the demised premises or erect or permit to

erect any new building(s) on the demised premises without prior permission in writing of the LESSOR/ FIRST PARTY or the local competent authority and except in accordance with the terms of such permission and plan approved by the local competent authority and in case of any deviation from such terms or plan, will immediately, upon receipt of notice from the LESSOR / FIRST PARTY or the local competent authority requiring him so to do, correct such deviation as aforesaid, and if the LESSEE/ SECOND PARTY shall neglect or not correct such deviation in one calendar month after the receipt of such notice then it shall be lawful for the LESSOR / FIRST PARTY or the local competent authority to cause such deviation to be corrected at the expenses of the LESSEE / SECOND PARTY, which expenses the LESSEE / SECOND PARTY hereby agrees to reimburse by paying to the LESSOR/ FIRST PARTY or the local competent authority the amount which the LESSOR / FIRST PARTY or local competent authority as the case may be shall fix in that behalf and the decision of the LESSOR / FIRST PARTY or local competent authority as the case may be, shall be final.

- e) That the LESSEE / SECOND PARTY will provide and maintain in good repairs a properly constructed approach road or path or drain to the satisfaction of the LESSOR / FIRST PARTY leading from the public road / internal road to the building to be erected on the demised premises.
- f) That the LESSEE / SECOND PARTY will not carry on or permit to be carried on the demised premises any obnoxious trade or business whatsoever or use the same or permit the same to be used for any religious purpose or any purpose other than for the industrial purpose(s) aforesaid without prior consent in writing of the LESSOR / FIRST PARTY and subject to such terms and conditions as may be imposed by the LESSOR / FIRST PARTY.
- g) The LESSEE / SECOND PARTY shall have no right to transfer/sublet whole or part of the leased out shed / building except with prior approval of the State Government of Meghalaya in the Commerce & Industries Department.
- h) That LESSEE /SECOND PARTY will permit the members, officers and subordinates of the LESSOR/ FIRST PARTY and workmen and other persons employed by them from time to time and at all reasonable times of the day during the said term to enter into and upon the leased out shed / building.
- i) That the LESSEE / SECOND PARTY will neither exercise his option of determining the lease nor hold the LESSOR / FIRST PARTY responsible to make good the damage if by fire, tempest, flood or violence of any army or a mob or other irresistible force, any material part of the demised premises if wholly or partly destroyed or rendered substantially or permanently unfit for building purpose.
- j) If during the terms of the lease agreement, the LESSEE / SECOND PARTY or his workmen or servants shall,
  - i. injure or destroy any part of building or other structure contiguous or adjacent to the industrial shed or building hereby demised
  - ii. keep foundation tunnels or other pits on the demised shed / building open or exposed to weather thereby causing any injury or damage to contiguous or adjacent buildings or
  - iii. dig any pits near the foundation of any building thereby causing any injury or damage to such building the LESSEE / SECOND PARTY shall pay such damages thereof as may be assessed by the LESSOR /FIRST PARTY whose decision as to the extent of injury or damage or the amount of damages payable thereof shall be final and binding on the LESSEE / SECOND PARTY.
- k) The LESSEE / SECOND PARTY shall also abide by other terms and conditions as may be laid down by the LESSOR / FIRST PARTY from time to time for Industrial Estate/Industrial Area / Export Promotion Industrial Park / Industrial Growth Centre.

- l) If the LESSEE / SECOND PARTY, being a registered or unregistered Limited Company or Partnership Firm or a Cooperative Society, is dissolved and no successor is appointed within 60 (sixty) days of its dissolution, the LESSOR / FIRST PARTY shall be entitled to terminate this Lease Agreement without approaching any court of law.
- m) The LESSEE / SECOND PARTY shall not emit untreated effluent in any form (solid / liquid / gas) from the allotted shed.

**AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS:**

3.

- a) All legal proceedings for breach of the terms and conditions aforesaid shall be lodged only before the court of law situated at Shillong, Meghalaya and not elsewhere.
- b) Any loss suffered by the LESSOR / FIRST PARTY on a fresh grant of the demised premises for breach of conditions aforesaid on the part of the LESSEE / SECOND PARTY or any person claiming through or under him shall be recoverable by the LESSOR / FIRST PARTY as per law applicable thereto.
- c) Any notice required to be served hereunder shall be deemed to have been sufficiently served on the LESSEE / SECOND PARTY if served by registered post and signed by the LESSOR / FIRST PARTY and the services shall be deemed to have been made at the time of which the registered letter would in the ordinary course be delivered even though returned un-served on account of the refusal by the LESSEE / SECOND PARTY or otherwise howsoever. A notification of any decision by the LESSOR/ FIRST PARTY shall also be served in the same manner as prescribed above.
- d) The security deposit shall stand forfeited, whenever there is a breach of any of the terms and conditions contained in the Lease Agreement.
- e) The LESSOR / FIRST PARTY shall have the right to cancel the allotment after issuing a 30 (thirty) days show cause notice to the LESSEE / SECOND PARTY for breach of any of these rules, conditions of allotment letter and terms of this lease agreement.
- f) If any LESSEE / SECOND PARTY intends to surrender a shed / building or part thereof for any reason, the LESSOR / FIRST PARTY may accept it on the terms and condition as it may deem fit and proper.
- g) If the LESSEE / SECOND PARTY fails to clear any dues payable to the LESSOR / FIRST PARTY for a continuous period of 6 (six) months, it shall be treated as defaulter unit and such unit shall have to vacate the said premises upon request by the LESSOR / FIRST PARTY. LESSOR/FIRST PARTY may initiate action to cancel their power connection etc.
- h) The LESSOR / FIRST PARTY shall have the unfettered right to inspect the documents justifying the utilization of assets during the leased period and the LESSOR / FIRST PARTY shall have the right to get authenticated copies of such documents as and when necessary.
- i) The LESSOR / FIRST PARTY reserves the right to impose any further conditions, stipulations or alteration in the convent herein at any time which in the opinion of the LESSOR / FIRST PARTY feel it necessary for the public interest.
- j) In-the case of breach of any of the terms and conditions mentioned in this lease, the LESSEE / SECOND PARTY shall cease to be entitled to the use of or occupation of the property and the LESSEE / SECOND PARTY would be liable for summary eviction.

- k) Any arrear amount if so required to be recovered for the lease agreement or its consequential effects arising there from, the same would be realized in terms of law applicable thereto.
- l) Every dispute or difference or questions arising out or in respect of this Lease Agreement or the subject matter thereof, shall be at the first instance, invariably required to refer to the LESSOR / FIRST PARTY and failure to get a satisfactory order from the LESSOR / FIRST PARTY, the LESSEE / SECOND PARTY only deserves the right to refer the said dispute / difference to the competent court of law located in Shillong, Meghalaya as applicable thereto.
- m) The stamp and registration charges on this Lease Agreement shall be borne by the LESSEE / SECOND PARTY.
- n) In case the LESSEE / SECOND PARTY do not commence production / operation within 1(one) year from the date of possession of the industrial shed / building or do not use the shed for the purpose it was allotted and leased out or stops functioning for more than 2 (two) years, the shed will revert back to the LESSOR / FIRST PARTY and the LESSEE / SECOND PARTY shall have no right to claim anything whatsoever.
- o) That in the event of arrears, the LESSEE / SECOND PARTY shall pay to the LESSOR / FIRST PARTY penalty interest at the rate of 12% per annum.
- p) That the LESSEE / SECOND PARTY shall, at the expiration of the said term or sooner determination thereof, peaceably deliver up to the LESSOR / FIRST PARTY the said shed / building.
- q) Provided that the LESSEE / SECOND PARTY shall be at liberty to remove and appropriate to himself all plant & machinery, raw materials and finished goods from the demised premises but nevertheless the Lessee shall deliver up as aforesaid to the LESSOR / FIRST PARTY or his authorized Agent to his full satisfaction the said shed / building in good condition. And upon failure to remove and appropriate to himself all plant and machinery, raw materials and finished goods from the demised premises, the LESSEE / SECOND PARTY shall have no right whatsoever to claim compensation from the LESSOR / FIRST PARTY against all plant & machinery, raw materials and finished goods and the same shall be at the disposal of the LESSOR / FIRST PARTY.
- r) That as long as the LESSEE / SECOND PARTY pays and continue to regularly pay the rent as may be fixed / determined by the LESSOR / FIRST PARTY from time to time and subject to utilization of the shed / building for the purpose for which it is leased out and fulfillment of all other terms and conditions of the Lease Agreement, he shall hold and peaceably enjoy the demised premises during the said term without any unlawful interruption by the LESSOR / FIRST PARTY or his authorized Agent or any other persons.
- s) If any provision of this agreement is rendered void, illegal or unenforceable under any law, the validity, legality and enforceability of that provision under any other law and the validity, legality and enforceability of the remaining provisions, shall not in any way be affected or impaired thereby. Should any proviso of this agreement be or become ineffective for reasons beyond the control of the parties, the parties shall use reasonable endeavour to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.

IN WITNESS WHEREOF THE parties hereunto set and subscribed their respective hands this day and year first hereinabove written.

***Schedule of the demised property***

Factory shed or building or part of building located in the ..... and measuring:

Length : ..... metres  
Breadth : ..... metres  
Total : ..... square metres  
Open space : ..... square metres

Witnesses:

1. Signature:

(Shri .....)

1. For and on behalf of the  
Governor of Meghalaya.

Name:

Address:

2. Signature:

(Shri.....)

2. For and on behalf of  
M/s.....

Name:

Address:

**Annexure-H****List of industrial parks in Meghalaya**

<b>Sl. No.</b>	<b>Name of the industrial park</b>	<b>Location</b>	<b>Area (in hectare)</b>
1	Export Promotion Industrial Park	Byrnihat, Ri-Bhoi District	125.453
2	Umiam Industrial Area	Umiam, Ri-Bhoi District	44.40
3	.Mendipathar Growth Centre	Mendipathar, North Garo Hills	36
4	Tura Industrial Estate	Matchakolgre, Tura, West Garo Hills	8.02
5	Williamnagar Industrial Estate	Williamnagar, East Garo Hills District	6.19
6	Khliehtyrshi Industrial Estate	Khliehtyrshi, West Jaintia Hills District	5.89
7	Nongstoin Industrial Estate	Mawiaban, Nongstoin, West Khasi Hills District	4.04
8	Mendipathar Industrial Estate	Mendipathar, North Garo Hills District	2.83
9	Shillong Industrial Estate	Short Round Road, Polo Hills, Shillong, East Khasi Hills District	2.75